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IN THE UNITED STATES DISTRICT COURT  
FOR THE STATE OF ALASKA

WALTER E. CORRIGAN, Jr.	)	
ALICIA M. CORRIGAN,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	
	)	
METROPOLITAN LIFE INSURANCE	)	
COMPANY	)	
	)	
Defendant	)	Case No.
_____	)	

COMES NOW, the Plaintiffs, Walter Corrigan and Alicia M. Corrigan, and  
for their Complaint alleges as follows:

1. Plaintiffs Walter E. Corrigan, Jr. and Alicia M. Corrigan are residents of Alaska and the parents of Kathleen A. Corrigan.
2. It is Plaintiffs' information and belief that Defendant Metropolitan Life Insurance Company ("MetLife") is an insurance company doing business in Alaska and subject to the jurisdiction of this Court.

3. This action is a claim for benefits under a Plan governed by the Employee Retirement Income Security Act of 1974, 29 USC §1001 et seq for Accidental Death Benefits.

4. On or about February 18, 2016, Kathleen A. Corrigan experienced an accidental death.

5. At the time of her death, Kathleen A. Corrigan was a Beneficiary of a Providence Health System ERISA Plan (the “Plan”) dated January 1, 2014 and identified as Certificate Number 146. It is Plaintiff’s information and belief that the Plan Name and Group Number is Providence Health Services/0155154 (Personal & Voluntary Accidental Death Insurance and that Exhibit A to this Complaint is a true and correct copy of the Plan.

6. Benefits of the Plan for Kathleen A. Corrigan included Accidental Death Benefits in the amount of \$380,000.

7. Plaintiffs Walter E. Corrigan and Alicia M. Corrigan are Kathleen A. Corrigan’s beneficiaries of any Accidental Death Benefits under the Plan.

8. It is Plaintiff’s information and belief that the Administrator of the Plan is Defendant MetLife.

9. It is Plaintiff’s information and belief that Accidental Death Benefits were provided through a life insurance policy known as Group Policy No. 121359-1-G provided by Defendant MetLife as Administrator of the Plan from Defendant MetLife.

10. Following the death of Kathleen A. Corrigan, in full compliance with the terms of the Plan, Plaintiffs submitted a Claim No. 21603014690 (the “Claim”) for Accidental Death Benefits.

11. On or about November 14, 2016, in correspondence attached to this Complaint as Exhibit B, Defendant MetLife denied the claim on the basis that death was caused by the voluntary intake or use of medication not taken or used as prescribed by Kathleen A. Corrigan’s physician. In doing so, Defendant MetLife incorrectly identified a “Mr. Hall” as the deceased and use of “Fentanyl” as the cause of death.

12. On or about December 22, 2016, Plaintiffs appealed Defendant MetLife’s Denial of Claim pursuant to their rights under ERISA. A true and correct copy of the Appeal is attached to this Complaint as Exhibit C. Included within the Appeal were a statement by Kathleen A. Corrigan’s treating physician, Jerome List that Kathleen A. Corrigan’s use of medication was as prescribed and, additionally, Dr. List’s chart notes pertaining to Kathleen A. Corrigan.

13. On or about January 20, 2017, in correspondence attached to this Complaint as Exhibit D, Defendant MetLife denied the claim a second time stating that Plaintiffs had a renewed right of appeal. This Second Denial makes no statement that Dr. Jerome List’s statement or chart notes pertaining to Kathleen A. Corrigan were reviewed.

14. On or about February 7, 2017, Plaintiffs filed a Second Appeal noting the absence of reference to Dr. Jerome List’s statement or chart notes pertaining to Kathleen A. Corrigan. Plaintiff’s Second Appeal further noted that other Accidental Death policies

had, in fact, paid benefits to Plaintiffs. A true and correct copy of this second Appeal is attached to this Complaint as Exhibit E,

15. On or about February 20, 2017, in correspondence attached to this Complaint as Exhibit F, Defendant MetLife advised that it was seeking additional unidentified information for purposes of deciding the Second Appeal at an unknown time.

16. On or about April 4, 2017, Plaintiffs requested that Defendant MetLife advise as to the status of the Second Appeal. A true and correct copy of this correspondence is attached to this Complaint as Exhibit G.

17. On or about April 17, 2017, in correspondence attached to this Complaint as Exhibit H, Defendant MetLife responded to Plaintiffs' request by advising that it was continuing to review the Second Appeal to be decided in an unknown, but short, period of time.

18. On or about April 21, 2017, Plaintiffs sent Defendant MetLife proof that other Accidental Death insurers had paid Accidental Death benefits for Kathleen A. Corrigan's death and again requested that Defendant MetLife advise as to the status of the Second Appeal. A true and correct copy of this correspondence is attached to this Complaint as Exhibit I.

19. On or about May 4, 2017, Plaintiffs sent Defendant MetLife a statement of the Alaska Medical Examiner disagreeing with MetLife's conclusions as to the cause of Kathleen Corrigan's death and again requesting notification as to the status of the Second

Appeal. A true and correct copy of this correspondence is attached to this Complaint as Exhibit J.

20. On or about May 9, 2017, Plaintiffs sent Defendant MetLife a second statement by Kathleen Corrigan's treating physician, Dr. List, further confirming Kathleen Corrigan's use of medications as prescribed and again requesting that Defendant MetLife advise as to the status of the Second Appeal. A true and correct copy of this correspondence is attached to this Complaint as Exhibit K.

21. On or about June 15, 2017, Plaintiffs again requested that Defendant MetLife advise as to the status of the Second Appeal, including a specific date on which the Second Appeal would be resolved. A true and correct copy of this correspondence is attached to this Complaint as Exhibit L.

22. On or about June 16, 2017, in correspondence attached to this Complaint as Exhibit M, Defendant MetLife stated that the Second Appeal would be resolved within 60 days of receipt of unidentified further information. A true and correct copy of this correspondence is attached to this Complaint as Exhibit M.

23. On or about July 19, 2017, Plaintiffs again requested a response from Defendant MetLife as to the status of the Second Appeal, including the identification of the unidentified further information necessary being sought in conjunction with the Second Appeal and anticipated date for resolution of the Second Appeal. Because of the passage of 5 months with no decision despite numerous correspondence, Plaintiffs stated that, absent a decision within 30 days, further pursuit of the appeal process would be

considered futile and that Plaintiffs would be filing suit. A true and correct copy of this correspondence is attached to this Complaint as Exhibit N.

24. Defendant MetLife did not respond to Plaintiffs' July 19, 2017 correspondence.

25. For the reasons stated in Plaintiffs two prior appeals, Plaintiffs are entitled to Accidental Death Benefits under the Plan and associated MetLife insurance policy.

WHEREFORE, Plaintiffs request the following relief:

1. A judgment against Defendant MetLife for the Accidental Death Benefits under the Policy in the amount of \$380,000.
2. Prejudgment interest on the above amount.
3. Plaintiffs' attorneys' fees as provided for by ERISA.
4. Plaintiffs' costs.
5. Such other relief as the Court deems appropriate.

DATED at Anchorage, Alaska this April 23, 2015.

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